

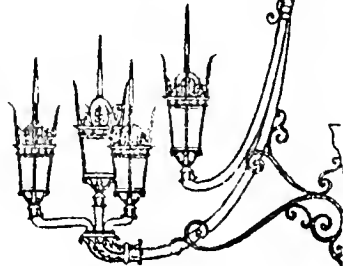
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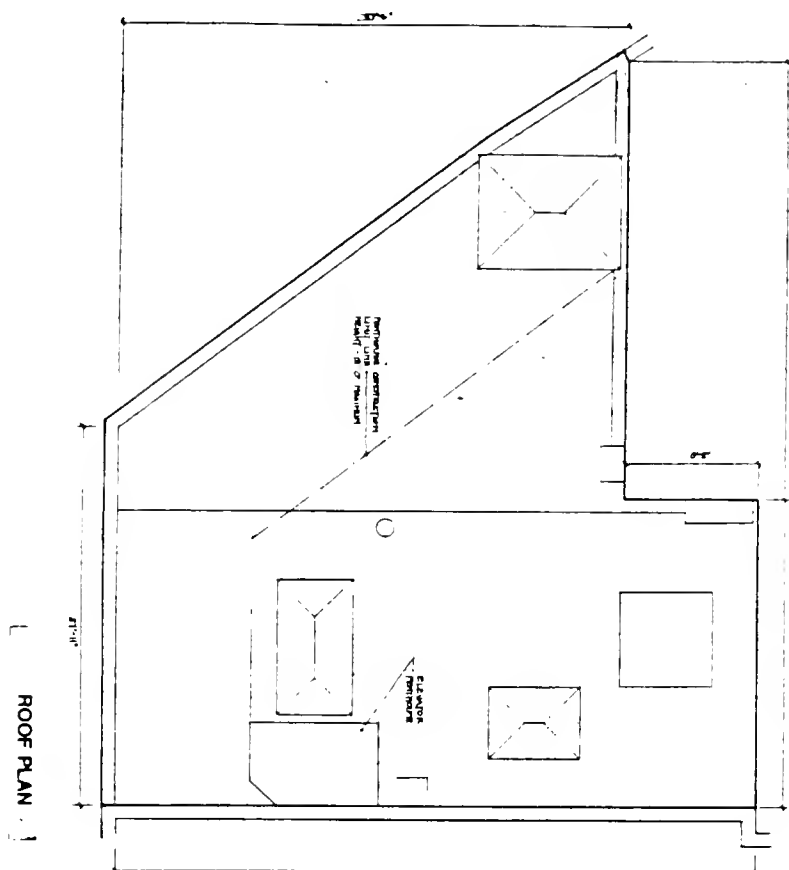
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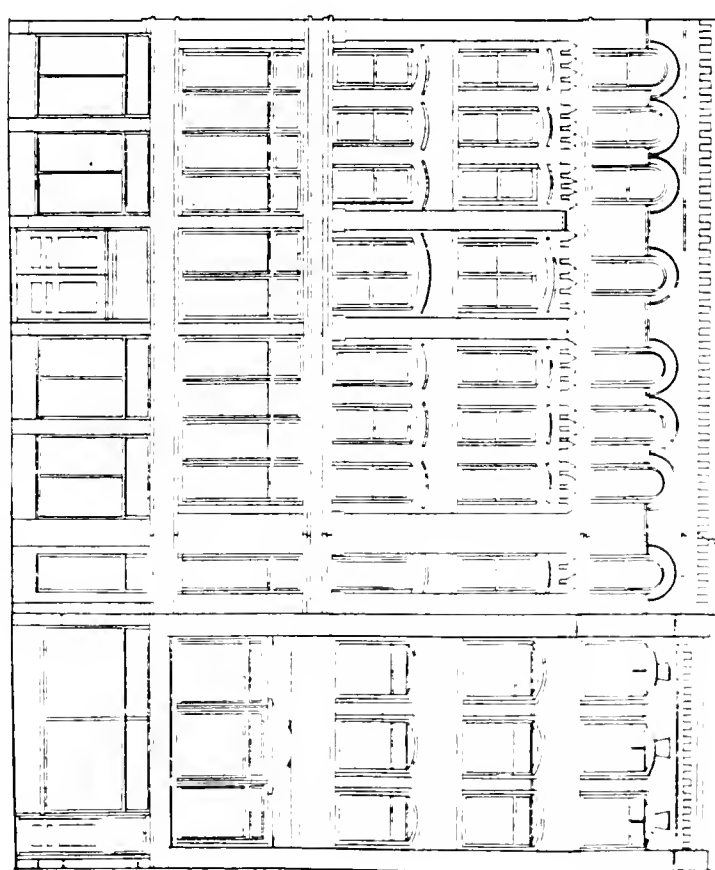
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ROOF PLAN

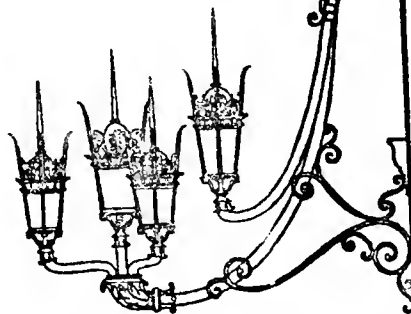


FAÇADE ELEVATION (Revised)

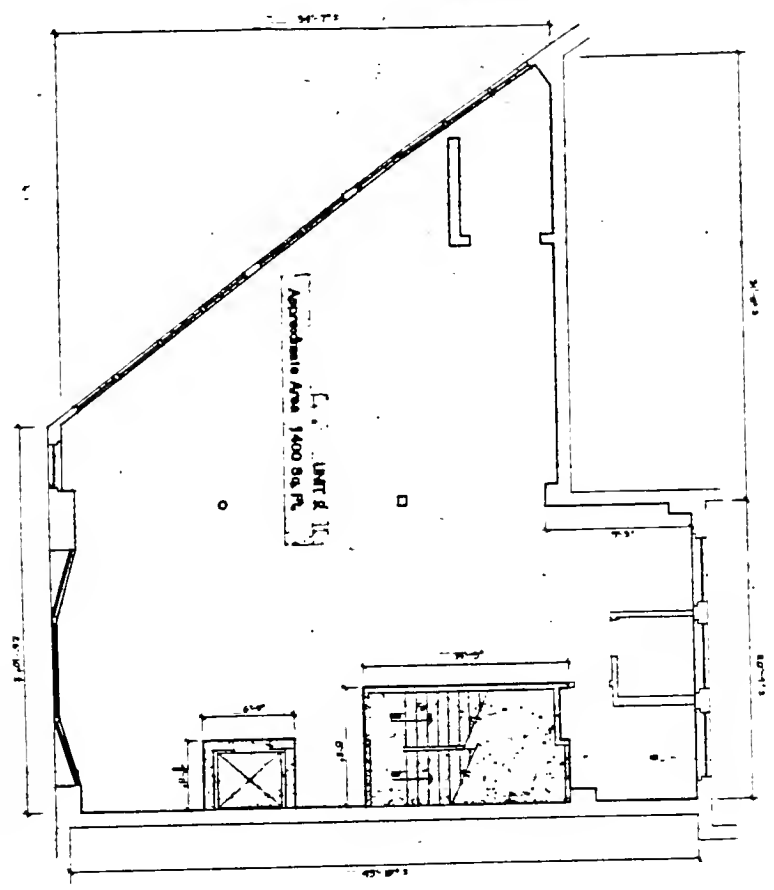


Barry A. Miłosky
Barry A. Miłosky
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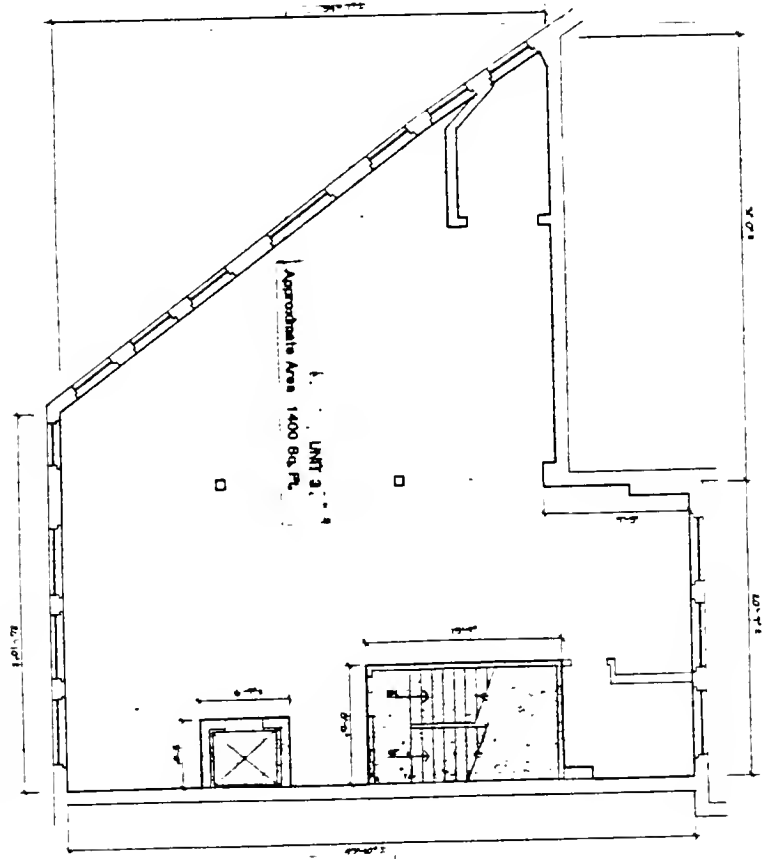
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SECOND FLOOR PLAN

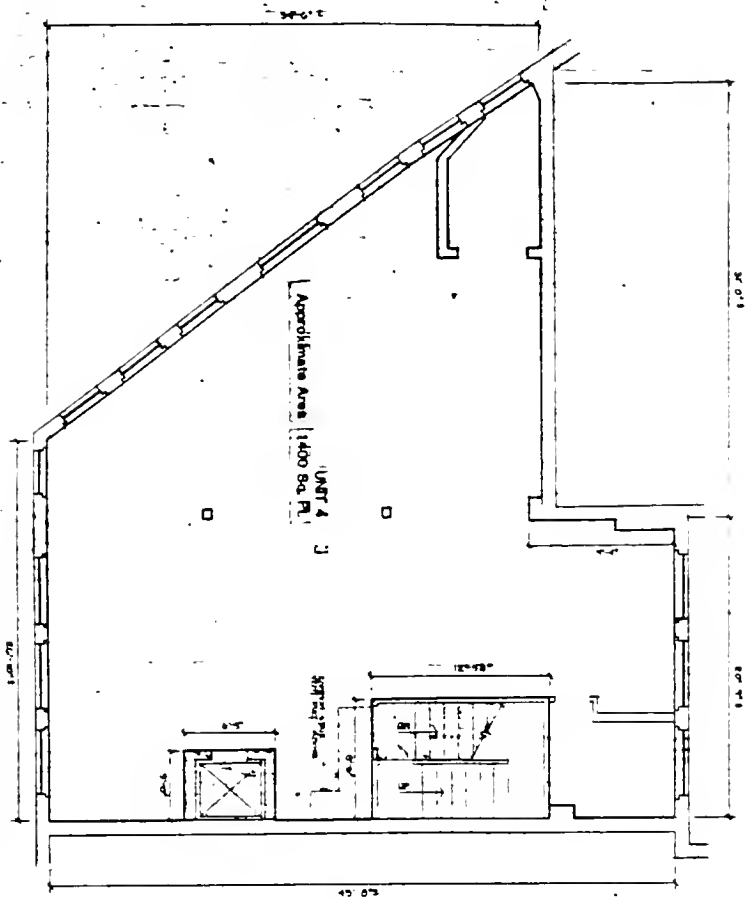


THIRD FLOOR PLAN

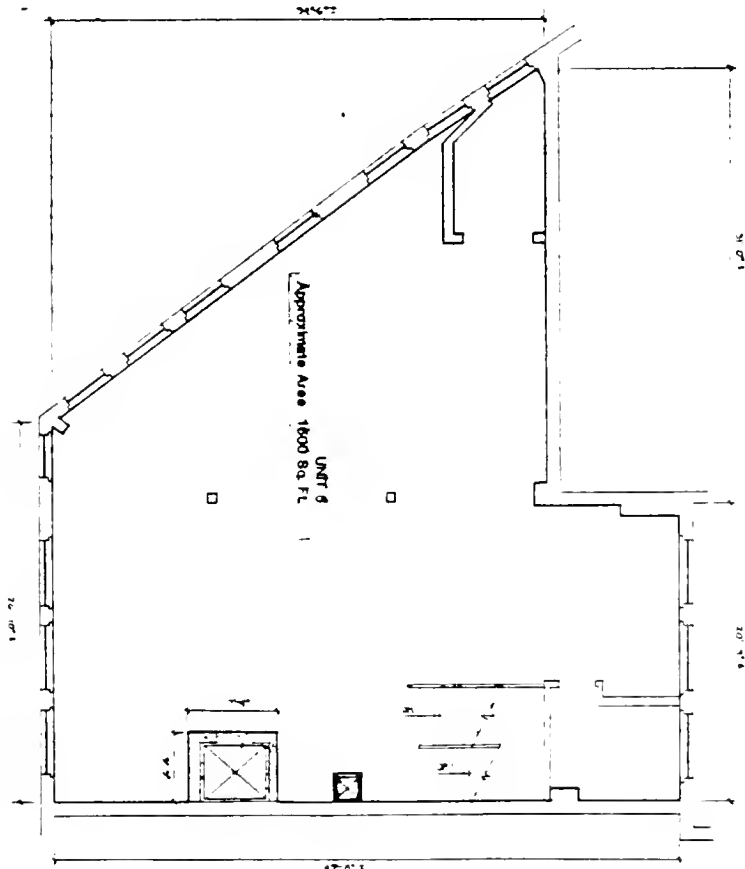


Barry A. Milofsky
Architect
470 Beacon Street
Boston, Mass.

FOURTH FLOOR PLAN



FIFTH FLOOR PLAN



Barry & McLoopsy

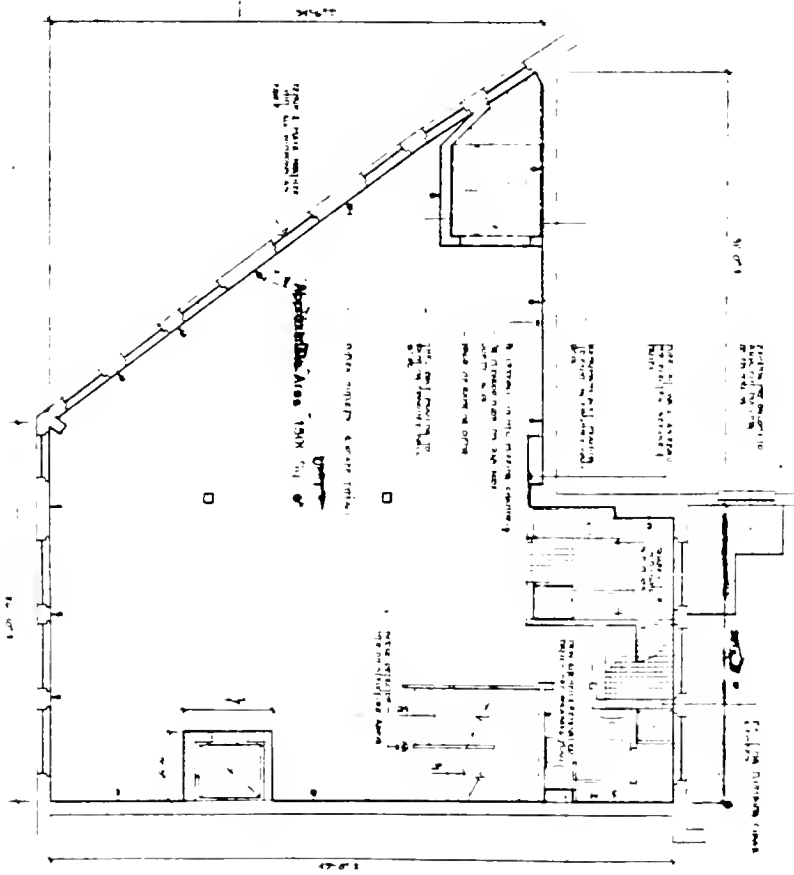
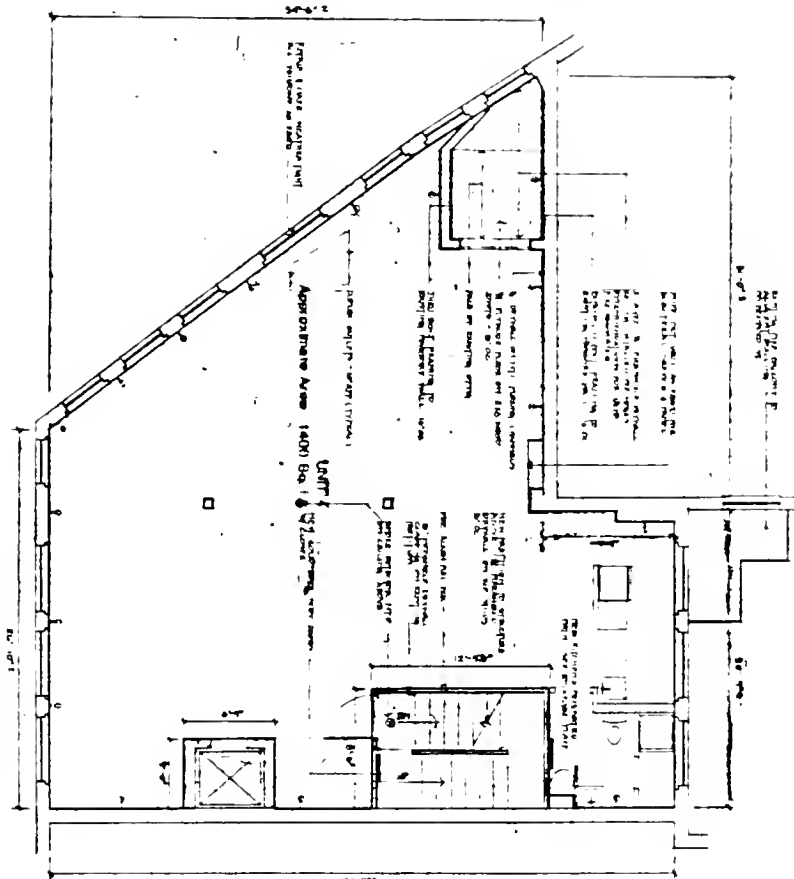


43 KINGSTON STREET
CONDOMINIUM
BOSTON, MASS.

UNIT PLANS

BARRY & MCLOPSKY Architects
470 Beacon Street
Boston, Mass.





43 KINGSTON STREET
CONDOMINIUM
BOSTON, MASS.

UNIT PLANS

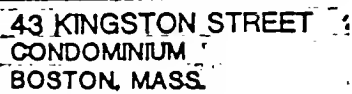
BARRY A. MLOFSKY Architect
470 Beacon Street
Boston, Mass.



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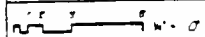
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UNIT PLANS

BARRY A. MILOFSKY Architect
470 Beacon Street
Boston, Mass.



FORTY THREE KINGSTON STREET CONDOMINIUM

43 Kingston Street

Boston, Massachusetts

MASTER DEED

Stephen Daly, (hereinafter referred to as "Sponsor") being the sole owner of the land located at 90-92 Bedford Street, Boston and 43-45 Kingston Street, Boston, Suffolk County, Massachusetts, described in Paragraph 1 below does hereby, by duly executing the recording this Master Deed, submit said land together with the buildings and improvements thereon (hereinafter referred to as the "Property"), to the provisions of Chapter 183A of the General Laws of the Commonwealth of Massachusetts, and does hereby state that it proposes to create, with respect to the Property a Condominium to be governed by and subject to the provisions of said Chapter 183A.

1. Description of Land: That certain parcel of land with the buildings thereon situated in Boston, bounded and described as follows:

SOUTHEASTERLY: by Kingston Street, twenty two (22) feet;

NORTHEASTERLY: forty six and 62/100 (46.62) feet;

SOUTHEASTERLY: two (2) feet;

NORTHEASTERLY: thirty three and 43/100 (33.43) feet by lines through partition walls on land now or formerly of Z.A. Willard et al;

NORTHWESTERLY: by the middle line of a passageway five (5) feet wide, fourteen and 72/100 (14.72) feet;

SOUTHWESTERLY: by Northeasterly line of a five (5) foot passageway and by land now or formerly of David W. Cheever, twenty and 73/100 (20.73) feet;

WESTERLY: by land now or formerly of David W. Cheever by a line running in part through a partition wall, seventeen and 07/100 (17.07) feet; and

SOUTHWESTERLY: on a line running in part through a partition wall on land now or formerly of said Cheever and land now or formerly of Hannah M. Carney et al, forty five and 11/100 (45.11) feet.

All of said boundaries are determined by the Court to be located as shown on a plan drawn by Aspinwall & Lincoln, C.E. dated February 18, 1912, as approved by the Court, filed in the Land Registration Office as Plan No. 3740-A, a copy of a portion of which is filed with Certificate of Title No. 4447.

So much of the above described land as is included within the limits of said passageway first above mentioned is subject to the use of same as a part of such passageway by all persons lawfully entitled thereto.

Said land is further subject to any and all drainage rights through the same legally existing at the date of the original decree in favor of all persons lawfully entitled thereto; is subject to and has the benefit of such easements, if any, as existed at date of original decree by reason of said partition walls, or any of them, shown on said plan, is subject to and has the benefit of such rights and easements as were created by a certain instrument between Hannah M. Carney et al dated February, 1896, and recorded with Suffolk Deeds in Book 3614, Page 401; and is also subject to and has the benefit of the rights and easements created by an easement between Josephine A. Cuntz et al, dated December 4, 1890 and recorded with said Deeds in Book 1979, Page 165.

Also, a certain parcel of land with the buildings thereon now known as and numbered 90-92 Bedford Street in Boston, as aforesaid, bounded and described as follows:

SOUTHEASTERLY: by Kingston Street, six and 50/100 (6.50) feet more or less.

SOUTHWESTERLY: by Bedford Street by two lines, on a straight line measuring thirty four and 85/100 (34.85) feet, the other a curved line with a radius of one hundred and twenty four and 09/100 (124.09) feet measuring ten and 83/100 (10.83) feet;

NORTHWESTERLY: by land now or formerly of David W. Cheever, thirty one and 75/100 (31.75) feet more or less;

NORTHEASTERLY: by land formerly of Lamson & Hubbard Co., thirty seven and 50/100 (37.50) feet more or less.

Containing 750 square feet more or less.

For owners title see Deed recorded Suffolk Registry of Deeds, Book 9724, Page 25 .

2. Description of Building: The building constructed on said land is a five (5) story structure with a basement, and is constructed primarily of brick and masonry with wood floors. The building is constructed as shown on a Plan recorded herewith consisting of 4 pages dated April 29, 1981 and entitled 43 Kingston Street Condominium, 43-45 Kingston Street and 90-92 Bedford Street Suffolk County , , Boston Massachusetts by Barry Milofsky.

3. Description of the Units: The designation of each Unit, a statement of its location and approximate area, and the immediate common area to which it has access, as well as its proportionate interest in the common areas and facilities is set forth on Schedule A attached hereto and made a part hereof.

4. Description of the Common Areas and Facilities: The common areas and facilities of the Condominium, hereinafter referred to as the "Common Elements", shall consist of the entire property and all improvements thereon exclusive of the Units, and shall include, without limitation, the following:

(a) The land bounded and described in Paragraph 1.

(b) All foundations, columns, girders, beams and supports, including studs, lying exterior to and beyond the interior plane of the studs of the exterior walls enclosing the Units; those portions of the walls and partitions dividing the Units from corridors and stairways which are located beyond the dry walls enclosing the Units; those portions of the walls and partitions located between dry walls dividing the Units, the area between the upper plane of the beams of the ceiling and the upper plane of the subfloor of the Unit above; and roofs, public stairs, elevators, exits and entrances to the building.

(c) Unit 5 shall have exclusive use of the roof. Maintenance of the roof shall be the same as for all common areas, provided however, that the owner of Unit 5 shall be responsible for any additional expense attributable either to direct damage or decreased longevity that results from their use of the roof and if Unit 5 constructs a permanent improvement thereto they shall be responsible for all expenses for maintenance of that section of the roof.

(d) All installation outside of the Units for electrical power, gas, light, telephone and water service.

(e) All sewer and drainage pipes.

(f) Any storage facilities.

(g) All other apparatus existing or installed in the building and necessary for the existence or maintenance of the building, or for the safety of the occupants.

5. Floor Plans: Simultaneously with the recording hereof there has been recorded a set of the floor plans of the building, showing the layout, location, unit numbers and dimensions of the Units, stating the name of the building, and bearing the verified statement of a registered architect certifying that the plans fully and accurately depict the layout, location, unit numbers and dimensions of the units as built.

6. Use of the Units: Unit 1 may be used for commercial or business purposes, but shall not be used for a restaurant, bar, tavern, nightclub, or other establishment serving alcoholic beverages, except that it may be used as a restaurant during the term of the lease currently in effect for said Unit. Units 2, 3, 4 and 5 are to be used for residential

and/or office purposes only. The owners of Unit 1 shall have the right to divide said Unit into two separate Units provided that no alterations, changes or modifications are made to the exterior structure, including but not limited to the entrance area. Units 2, 3, 4 and 5 shall not be divided into two or more Units. If two adjoining units are held in common ownership, the unit owner shall have the right to combine or divide them, provided that the resulting configuration does not increase the number of units, nor may any unit be created for resale which contains less than 1400 sq. feet.

7. Amendment of Master Deed: Except for Paragraph 8, this deed may be amended by the vote of at least 60% in number and in common interest of all Unit Owners, cast in person or by proxy at a meeting duly held in accordance with the provisions of the By-Laws, or in lieu of a meeting, any amendment may be approved in writing by 60% in number and in common interest of all Unit Owners.

8. Building Facade and Structure: The present facade and structure of the Building shall be maintained to its present likeness so as to preserve the historical and architectural integrity of said building. No alterations or additions shall be made unless clearly of a minor nature or necessary to maintain the structural soundness of the building. Any required repairs to the facade or structure of the building shall be performed in a manner so as not to alter the architectural or historical value or appearance of the building. All Units shall maintain an exterior style of architecture, including window style, consistent with the 1890 origin of the Building and the architect's sketch of the Building.

9. Additions, Alterations or Improvements by Unit Owners:

No Unit Owner shall make any structural addition, alteration or improvement in or to his Unit (including awnings, grills and the like), without the prior written consent thereto of the Board as specified in the By-Laws. Said obligation shall not apply to interior non-structural partitions, which shall be subject to the individual discretion of the Unit Owner, provided that any such interior partitions shall comply in all respects with the applicable Building Codes. Unit 5 shall have the right to build on the roof within the height and architectural limitations as specified in the architect's drawing as recorded, at their own expense and maintain such at their own expense. Unit 5 shall have the right to remove the walls surrounding the former freight elevator with all the costs including structural costs at Unit 5's expense. Any Unit Owner shall have the right to construct a doorway which complies with the Building Code and applicable safety regulations, through a party wall if said owner purchases adjoining property.

Unit 1 shall, within one year of the termination or cancellation of the current lease for said Unit, restore the entrance to a Bedford Street center entrance and eliminate the presently existing corner entrance, and maintain the entrance in that manner according to the recorded architect's sketch.

Unit 1 shall restore the appearance of transoms on the exterior of said Unit to conform to the recorded architect's sketch.

Unit 1 shall remove the existing dropped ceiling in said Unit and shall not drop the level of the ceiling in said Unit below the top of the transoms.

Unit 1 shall repair and maintain the sidewalk vault structure.

10. Name of Condominium: The Condominium is to be known as the FORTY THREE KINGSTON STREET CONDOMINIUM. An unincorporated association of Unit Owners has been formed and has enacted By-Laws pursuant to Massachusetts General Laws Chapter 183A, and will manage and regulate the Condominium. The name of the Association is the FORTY THREE KINGSTON STREET CONDOMINIUM ASSOCIATION. The names of the Board of Managers and their terms of office are: Stephen Daly (1 year), Dawn Daly (6 months), and John Daly (6 months). The terms may be reduced, however, by the prior replacement of any of said Managers at the first annual meeting of Unit Owners.

11. Determination of Percentage in Common Elements: The percentage of interest of the respective Units in the Common Elements shown as Phase I on Schedule A has been determined on the basis of the approximate relation which the fair value of each Unit on the date hereof bears to the aggregate fair value of all of the Units on this date.

12. Encroachments. If any portion of the Common Elements now encroaches upon any Unit, or if any Unit now encroaches upon any other Unit or upon any portion of the Common Elements, or if any such encroachment shall occur hereafter as a result of (a) settling of the Building, or (b) alteration or repair of the Common Elements made by or with the consent of the Board of Managers, or (c) as a result of repair or restoration of the Building or a Unit after damage by fire or other casualty, or (d) as a result of condemnation or eminent domain proceedings, a valid easement shall exist for such encroachment and for the maintenance of the same so long as the Building stands.

13. Pipes, Wires, Flues, Ducts, Cables, Conduits, Public Utility Lines and other Common Elements Located Inside of Units: Each Unit Owner shall have an easement in common with the owners of all other Units to use all pipes, wires, flues, ducts, cables, conduits, public utility lines, meters, boilers and other Common Elements located in any of the other Units and serving his Unit. Each Unit shall be subject to an easement in favor of the owners of all other Units to use the pipes, wires, ducts, flues, cables, conduits, public utility lines, meters, boilers and other Common Elements serving such other Units and

located in such Unit. The Board of Managers shall have a right to access to each Unit to inspect the same, to remove violations therefrom and to maintain, repair or replace the Common Elements contained therein or elsewhere in the Building.

14. Acquisition of Units by Board of Managers: In the event (a) any Unit Owner shall surrender his Unit, together with: (i) the undivided interest in the Common Elements appurtenant thereto; (ii) the interest of such Unit Owner in any other Units acquired by the Board of Managers or its designee on behalf of all Unit Owners or the proceeds of the sale or lease thereof, if any; and (iii) the interest of such Unit Owner in any other assets of the Condominium (hereinafter collectively called the "Appurtenant Interests"); (b) the Board of Managers shall purchase from any Unit Owner, who has elected to sell the same, a Unit, together with the Appurtenant Interests, pursuant to Section 1 of Article VIII of the By-Laws; (c) the Board of Managers shall purchase a Unit, together with the Appurtenant Interests, for use by a resident Manager, then in any of such events title to any such Unit, together with the Appurtenant Interests, shall be acquired and held by the Board of Managers, or its designee, corporate or otherwise, on behalf of all Unit Owners. The lease covering any Unit leased by the Board of Managers, or its designee, corporate or otherwise, shall be held by the Board of Managers, or its designee, on behalf of all Unit Owners, in proportion to their respective common interests.

15. Units Subject to Master Deed, Unit Deed, By-Laws and Rules and Regulations: All present and future owners, tenants, visitors, servants and occupants of Units shall be subject to, and shall comply with, the provisions of this Master Deed, the Unit Deed, the By-Laws and the Rules and Regulations, as they may be amended from time to time, and the items affecting the title to the Property as set forth in Paragraph 1 above. The acceptance of a deed or conveyance or the entering into occupancy of any Unit shall constitute an agreement that (a) the provisions of this Master Deed, the Unit Deed, the By-Laws and the Rules and Regulations, as they may be amended from time to time, and the said items affecting title to the Property are accepted and ratified by such Owner, tenant, visitors, servant or occupant, and all of such provisions shall be deemed and taken to be covenants running with the land and shall bind any person having at any time any interest or estate in such Unit, as though such provisions were recited and stipulated at length in each and every deed or conveyance or lease thereof, and (b) a violation of the provisions of this Master Deed, the Unit Deed, By-Laws or Rules and Regulations by any such person shall be deemed a substantial violation of the duties of the condominium Unit Owner.

16. Invalidity: The invalidity of any provisions of this Master Deed shall not be deemed to impair or affect in any manner the validity, enforceability or effect of the remainder of this Master Deed and, in such event, all of the other

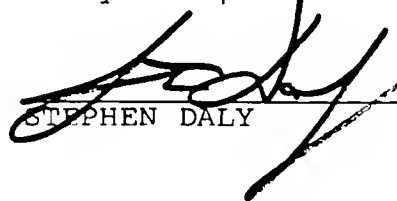
provisions of this Master Deed shall continue in full force and effect as if such invalid provisions had never been included herein.

17. Waiver: No provisions contained in this Master Deed shall be deemed to have been abrogated or waived by reason of any failure to enforce the same, irrespective of the number of violations or breaches which may occur.

18. Captions: The captions herein are inserted only as a matter of convenience and for reference and in no way define, limit or describe the scope of this Master Deed nor the intent of any provision hereof.

19. Conflicts: This Master Deed is set forth to comply with the requirements of Chapter 183A of the General Laws of the Commonwealth of Massachusetts. In case any of the provisions stated above conflict with the provisions of said statute, the provisions of said statute shall control.

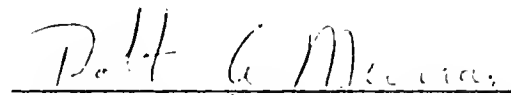
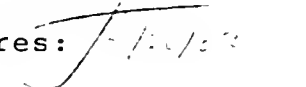
IN WITNESS WHEREOF, Stephen Daly has caused this Master Deed to be executed this 25th day of September 1981.


STEPHEN DALY

COMMONWEALTH OF MASSACHUSETTS

SUFFOLK, SS.

Then personally appeared the above-named Stephen Daly, and acknowledged the foregoing instrument to be his free act and deed, before me,


Notary Public
My commission expires: 

9846 393

FORTY THREE KINGSTON STREET CONDOMINIUM

<u>UNIT</u>	<u>SCHEDULE A</u>	
	<u>LOCATION AND APPROXIMATE AREA</u>	<u>PROPORTIONATE INTEREST IN COMMON ELEMENTS</u>
1 - 2 Rooms	Basement and First Floor-2885 sq. '	33.32%
2 - 1 Room	Second Floor-1400 sq. '	16.66%
3 - 1 Room	Third Floor-1400 sq. '	16.66%
4 - 1 Room	Fourth Floor-1400 sq. '	16.66%
5 - 1 Room	Fifth Floor-1400 sq. '	16.66%

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BY-LAWS
OF
FORTY THREE KINGSTON STREET CONDOMINIUM ASSOCIATION

ARTICLE I

Plan of Unit Ownership

SECTION 1. Unit Ownership. These By-Laws have been enacted by and for the the organization of unit owners of the property located at 43-45 Kingston Street and 90-92 Bedford Street, Boston, Suffolk County, Massachusetts (hereinafter called the "Property") which is more particularly described in the Master Deed dated to be recorded in the Suffolk Registry of Deeds, and which is to be submitted to the provisions of Chapter 183A of Massachusetts General Laws by Stephen Daly, (hereinafter called the "Sponsor"). The condominium thereby created shall be known as FORTY THREE KINGSTON STREET CONDOMINIUM (hereinafter called the "Condominium"). The organization of unit owners of the Condominium shall be known as the Forty Three Kingston Street Condominium Association (hereinafter called the "Condominium Association").

SECTION 2. Applicability of By-Laws. The provisions of these By-Laws are applicable to the Property of the Condominium and to the use and occupancy thereof. The term "Property" as used herein shall include the land, the buildings ("Buildings") and all other improvements thereon, including the ("Units") and common areas and facilities ("Common Elements"), owned in fee simple absolute, and all easements, rights and appurtenances belonging thereon, and all other property, personal or mixed, intended for use in connection therewith, all of which are intended to be submitted to the provisions of said Chapter 183A of Massachusetts General Laws.

SECTION 3 Application. All present and future owners, mortgagees, lessees and occupants of Units and their employees, and any other persons who may use or occupy the facilities of the Property in any manner are subject to these By-Laws, the Master Deed, the Rules and Regulations and all covenants, agreements, restrictions, easements and declaration of record("title conditions"). The acceptance of a Deed or conveyance or the entering into a lease or the act of occupancy of a Unit shall constitute an agreement that these By-Laws, the Rules and Regulations, the provisions of the Master Deed, as they may be amended from time to time, and the title conditions are accepted, ratified, and will be complied with.

SECTION 4. Office. The office of the Condominium Association and of the Board of Managers shall be located at 43 Kingston Street, Boston, Massachusetts, or at such other location as the Board of Managers may from time to time determine.

ARTICLE II

Board of Managers

SECTION 1. Number and Term. The number of managers which shall constitute the whole Board of Managers ("Board") shall be 3. Until succeeded by the Managers elected by the Unit Owners Managers need not be Unit Owners. So long as the Sponsor owns one or more Units, the Sponsor shall be entitled to elect at least one member of the Board who need not be a Unit Owner. After the Sponsor has conveyed all units and is no longer entitled to elect at least one member of the Board, all Managers thereafter elected shall be Unit Owners. Except as provided in Section 4 of this Article with respect to the first Board, Managers shall be elected for a two year term on a staggered basis. In any event, however, each Manager shall hold office until such time as his successor has been elected.

SECTION 2. Powers and Duties. The Board shall have the powers and duties necessary for the administration of the affairs of the Condominium Association and may do all such acts and things except as by law or the Master Deed or by these By-Laws may not be delegated to the Board of Managers by the Unit Owners. Such powers and duties of the Board shall include, but shall not be limited to, the following:

(a) Operation, care, upkeep and maintenance of the Common Elements.

(b) Determination of the common expenses required for the affairs of the Condominium, including, without limitation, the operation and maintenance of the Property.

(d) Employment and dismissal of the personnel necessary or advisable for the maintenance and operation of the Common Elements.

(e) Adoption, administration (including waiver) and amendment of rules and regulations covering the details of the operation and use of the Property.

(f) Opening of bank accounts on behalf of the Condominium Association and designating the signatories required therefor.

(g) Managing and otherwise dealing with the Common Elements.

(h) Owning, conveying, encumbering, leasing and otherwise dealing with units conveyed to it or purchased by it as the result of enforcement of the lien for common expenses, any right of first refusal or otherwise.

(i) Obtaining of insurance for the Property, including the Units, pursuant to the provisions of Article IV, Section 7 hereof.

(j) Making of repairs, additions or improvements to, or alterations of, the Property and repairs to and restoration of the Property in accordance with the other provisions of these By-Laws.

(k) Enforcing obligations of the Unit Owners, allocating income and expenses, and doing anything and everything else necessary and proper for the sound management of the Condominium. The Board shall have the power to levy fines against the Unit Owners for violations of reasonable rules and regulations established by it to govern the conduct of the Unit Owners. No fine may be levied for more than \$5 for any one violation but for each day a violation continues after notice it shall be considered a separate violation. Collection of fines may be enforced against the Unit Owner or Unit Owners involved as if the fines were common charges owed by the particular Unit Owner or Unit Owners. In the case of persistent violation of the rules and regulations by a Unit Owner, the Board shall have the power to require such Unit Owner to post a bond to secure adherence to the rules and regulations.

(l) Purchasing or leasing a Unit for use by a resident superintendent.

(m) Purchasing of units at foreclosure or other judicial sales in the name of the Condominium Association or its nominee, corporate or otherwise, on behalf of all Unit Owners.

SECTION 3. Managing agent and Manager. The Board may employ for the Condominium Association a managing agent or a Manager at a compensation established by the Board of Managers, to perform such duties and services as the Board shall authorize, including, but not limited to, the duties listed in subdivisions (a), (c), (d), (i), and (j) of Section 2 of this Article II. The Board may delegate to the manager or managing agent, all of the powers granted to the Board by these By-Laws other than the powers set forth in subdivisions (b), (e), (f), (g), (h), (k), (m), and (n) of Section 2 of this Article II.

SECTION 4. First Board of Managers. The first Board shall be designated by the Sponsor and shall consist of three Managers one designated for a two year term and two designated for a six month term or until replaced by vote of the Unit Owners at the first annual meeting pursuant to Article III, Section 1. Any and all of said Managers shall be subject to removal in the manner set forth in Section 5 of this Article.

SECTION 5. Removal. At any regular or special meeting of Unit Owners, any one or more of the members of the Board may be removed for cause by a majority in interest of the Unit Owners to fill the vacancy thus created. Any member of the Board whose removal has been proposed by the Unit Owners shall be given an opportunity to be heard at the meeting.

SECTION 6. Vacancies. Vacancies in the Board of Managers caused by any other reason other than the removal thereof by a vote of the Unit Owners shall be filled by vote of a majority in interest of the remaining members at a special meeting of the Board of Managers held for that purpose promptly after the occurrence of any such vacancy, even though the members present at such meeting may constitute less than a quorum, and each person so elected shall be a member of the Board of Managers for the remainder of the term of the member and until a successor to such person shall be elected at the next annual meeting of the Unit Owners.

SECTION 7. Organization Meeting. The first meeting of the members of the Board following the first annual meeting of the Unit Owners shall be held within ten (10) days thereafter, at such time and place as shall be fixed by the Unit Owners at the meeting at which such Board shall have been elected, and no notice shall be necessary to the newly elected members of the Board in order legally to constitute such meeting, providing a majority of the whole Board shall be present thereat.

SECTION 8. Regular Meetings. Regular meetings of the Board may be held at such time and place as shall be determined from time to time by a majority of the members of the Board, but at least two such meetings shall be held during each fiscal year. Notice of regular meetings of the Board shall be given to each member of the Board, by mail or telegraph, at least three (3) business days prior to the day named for such meeting.

SECTION 9. Special Meetings. Special meetings of the Board may be called by the President on three (3) business' days notice to each member of the Board, given by mail or telegraph, which notice shall state the time, place and purpose of the meeting. Special meetings of the Board shall be called by the President or Clerk in like manner and on like notice on the written request of at least two (2) members of the Board.

SECTION 10. Waiver of Notice. Any member of the Board may at any time waive notice of the meeting of the Board in writing and such waiver shall be deemed equivalent to the giving of such notice. Attendance by a member of the Board at any meeting of the Board shall constitute a waiver of notice by him of the time and place thereof. If all members of the Board are present at any meeting of the Board, no notice shall be required and any business may be transacted at such meeting.

SECTION 11. Quorum of the Board of Managers At all meetings of the Board, a majority of the members thereof shall

constitute a quorum for the transaction of business, and a vote of the majority of the members of the Board present at a meeting at which a quorum is present shall constitute the decision of the Board. If at any meeting of the Board, there shall be less than a quorum present, the meeting will not be held.

SECTION 12. Fidelity Bonds. The Board may attempt to obtain adequate fidelity bonds for all officers and employees of the Condominium Association handling or responsible for Condominium funds. The premium on such bonds shall constitute a common expense.

SECTION 13. Compensation No member of the Board shall receive any compensation from the Condominium Association for acting as such.

SECTION 14. Liability of the Board of Managers. The members of the Board shall not be liable to the Unit Owners for any mistake of judgment, negligence, or otherwise, except for their own individual willful misconduct or bad faith. The Unit Owners shall indemnify and hold harmless each of the members of the Board against all contractual liability to others arising out of contracts made by the Board on behalf of the Condominium Association unless any such contract shall have been made in bad faith or contrary to the provisions of the Master Deed or of these By-Laws. It is intended that the members of the Board shall have no personal liability with respect to any contract made by them on behalf of the Condominium Association. It is understood and permissible for the original Board, who are members of or are employed by the Sponsor to contract with the Sponsor and affiliated corporations without fear of being charged with self-dealing. It is also intended that the liability of any Unit Owner arising out of any contract made by the Board or, out of the aforesaid indemnity in favor of the members of the Board shall be limited to such proportion of the total liability thereunder as his interest in the Common Elements bears to the interest of all Unit Owners in the Common Elements. Every agreement made by the Board or by a managing agent or by the manager on behalf of the Condominium Association shall provide that the members of the Board, or the managing agent or the manager, as the case may be, are acting only as agent for the Unit Owners and shall have no personal liability thereunder (except as Unit Owners), and that each Unit Owner's liability thereunder shall be limited to such proportion of the total liability thereunder as his interest in the Common Elements bears to the interests of all Unit Owners in the Common Elements.

SECTION 15. Certification re Status of Board. Any instrument signed by a majority of the Board named in the Master Deed or a majority at any time of the members of the

Board as they appear of record and duly attested as the act of the Condominium Association may be relied on as conclusively establishing that such instrument was the free act of the Condominium Association and shall be binding upon the Condominium Association. No purchaser, mortgagee, lender, or other person dealing with the Board, as they appear of record, shall be bound to ascertain or inquire further as to the persons who are then members of the Board nor be affected by any notice, implied or actual, relative thereto, other than a recorded certificate thereof, and such recorded certificate shall be conclusive evidence of the members of the Board and of any change therein.

ARTICLE III

Unit Owners

SECTION 1. Annual Meetings. Within thirty (30) days after title to 80% of the Units has been conveyed, or one (1) year following the date of conveyance of the first Unit whichever is sooner, the Sponsor shall call the first annual Unit Owners meeting. Thereafter, annual meetings shall be held on or about the anniversary of such date each succeeding year. At such meetings members of the Board of Managers shall be elected by ballot of the Unit Owners in accordance with Article II of these By-Laws. The Unit Owners may also transact such other business of the Condominium Association as may properly come before them.

SECTION 2. Place of Meetings. Meetings of the Unit Owners shall be held at the principal office of the Condominium Association or at such other suitable place convenient to the Unit Owners as may be designated by the Board.

SECTION 3. Special Meetings. It shall be the duty of the President to call a special meeting of the Unit Owners as directed by the Board or upon a petition signed by at least one-third in number of the Unit Owners having been presented to the Clerk.

SECTION 4. Notice of Meetings. It shall be the duty of the Clerk to mail a notice of each annual or special meeting, stating the purpose thereof as well as the time and place where it is to be held, to each Unit Owner of record, at least seven (7) but not more than fifteen (15) days prior to such meeting. The notice mailed in the manner provided in these By-Laws shall be considered duly served. Notice of a meeting need not be given to a Unit Owner if a written waiver thereof, executed before or after the meeting by such Unit Owner or his duly authorized attorney, is filed with the records of the meeting.

SECTION 5. Adjournment of Meetings. If any meeting of Unit Owners cannot be held because a quorum has not attended, a majority in interest of the Unit Owners who are present at such meeting, either in person or by proxy, shall adjourn the meeting to a time not less than forty-eight (48) hours from the time the original meeting was called.

SECTION 6. Order of Business. The order of business at all meetings of the Unit Owners shall be as follows:

- (a) Roll Call.
- (b) Proof of Notice of Meeting.
- (c) Reading of minutes of preceding meeting.
- (d) Reports of Officers.
- (e) Report of Board.
- (f) Reports of Committees.
- (g) Election of inspectors of election (when so required).
- (h) Election of Members of the Board (when so required).
- (i) Unfinished business.
- (j) New Business.

SECTION 7. Voting and Other Action By Unit Owners. The Owner or Owners of each Unit, or some person designated by such Owner or Owners to act as proxy on his or their behalf who need not be an Owner, shall be entitled to cast the votes appurtenant to such Unit at all meetings of Unit Owners. The designation of any such proxy shall be made in writing to the Clerk, and shall be revocable at any time by written notice to the Clerk by the Owners so designating. Any or all of such Owners may be present at any meeting of the Unit Owners and may vote to take any other action as a unit either in person or by proxy. If a unit is owned by two or more persons, any one of such persons may act for all such owners unless one of such owners objects, in which case the vote attributed to such Unit shall not be counted for any purpose. Each Unit Owner (including the Sponsor if the Sponsor shall then own one or more Units) shall be entitled to cast one vote at all meetings of the Unit Owners for each percent of interest in the Common Elements applicable to his or its Unit. A fiduciary shall be the voting member with respect to any Unit owned in a fiduciary capacity. Any Unit or Units owned by the Board or its designee shall not be entitled to a vote and shall be excluded from the total common interests when computing the interest of all other Unit Owners for voting purposes.

The Unit Owners shall transact the business of the Condominium Association at a duly called meeting, except that any action to be taken by the Unit Owners may be taken without a meeting if all Unit Owners entitled to vote on the matter

consent to the action by a writing filed with the records of meetings of Unit Owners. Such consent shall be treated for all purposes as a vote at a meeting.

SECTION 8. Majority of Unit Owners. As used in these By-Laws the term "majority of Unit Owners" shall mean those Unit Owners having more than 50% of the total authorized votes of all Unit Owners present in person or by proxy and voting at any meeting of the Unit Owners, determined in accordance with the provisions of Section 7 of this Article III. As used in these By-Laws any stated percentage of the Unit Owners shall mean the percentage in the aggregate of the individual ownership of the Common Elements.

SECTION 9. Quorum. Except as otherwise provided in these By-Laws, the presence in person or by proxy of a majority of Unit Owners shall constitute a quorum at all meetings of the Unit Owners.

SECTION 10. Majority Vote. The vote of a majority of Unit Owners present at a meeting at which a quorum shall be present shall be binding upon all Unit Owners for all purposes except where in the Master Deed or these By-Laws, or by law, a higher percentage vote is required.

SECTION 11. Title to Units. Title to Units may be taken in the name of an individual or in the names of two (2) or more persons, as tenants in common or as joint or as tenants by the entirety, or in the name of a corporation or partnership, or in the name of a fiduciary.

ARTICLE IV

Officers

SECTION 1. Designation. The principal officers of the Condominium Association shall be the President, the Clerk and the Treasurer, all of whom shall be elected by the Board. The President shall be a member of the Board, but no other officer need be.

SECTION 2. Election of Officers. The officers of the Condominium Association shall be elected annually by the Board at the organization meeting of each new Board and shall hold office at the pleasure of the Board and until their successors are elected.

SECTION 3. Removal of Officers. Upon the affirmative vote of a majority of the members of the Board, any officer may be removed, either with or without cause, and his successor may be elected at any regular meeting of the Board, or at any special meeting of the Board called for such purpose.

SECTION 4. President. The President shall be the chief executive officer of the Condominium Association. He shall

preside at all meetings of the Unit Owners and of the Board. He shall have all of the general powers and duties which are incident to the office of President of a stock corporation organized under the Business Corporation Law of the Commonwealth of Massachusetts.

SECTION 5. Clerk. The Clerk shall keep the minutes of all meetings of the Unit Owners and of the Board; shall have charge of such books and papers as the Board may direct; and shall in general, perform all duties incident to the office of Clerk of a stock corporation organized under the Business Corporation Law of the Commonwealth of Massachusetts.

SECTION 6. Treasurer. The Treasurer shall have the responsibility for Condominium Association funds and securities and shall be responsible for keeping full and accurate financial records and books of account showing all receipts and disbursements and for the preparation of all required financial data. He shall be responsible for the deposit of all monies and other valuable effects in the name of the Board, or the managing agent, in such depositories as may from time to time be designated by the Board, and he shall, in general, perform duties incident to the office of Treasurer of a stock corporation organized under the Business Corporation Law of the Commonwealth of Massachusetts.

SECTION 7. Agreements, Contracts, Deeds, Checks, Etc. All agreements, contracts, deeds, checks and other instruments of the Condominium Association shall be executed by, and payment vouchers shall be approved by, any two officers of the Condominium, or by such other person or persons as may be designated by the Board.

SECTION 8. Compensation of Officers. No officer shall receive any compensation from the Condominium Association for acting as such.

ARTICLE V

Notices

SECTION 1. Definition. Whenever under the provisions of the Master Deed or of these By-Laws, notice is required to be given to the Board, any manager or Unit Owner, it shall not be constructed to mean personal notice; but such notice may be given in writing, by mail, by depositing the same in a post office or letter box, in a postpaid sealed wrapper, addressed to the Board, such manager or Unit Owner at such address as appears on the books of the Condominium. Notice shall be deemed given as of the date of mailing.

SECTION 2. Service of Notice -- Waiver. Whenever any notice is required to be given under the provisions of the Master Deed, of law, or of these By-Laws, a waiver thereof, in writing, signed by the person or persons entitled to such

notice, whether before or after the time stated therein, shall be deemed the equivalent thereof.

ARTICLE VI

Operation of the Property

SECTION 1. Determination of Common Expenses and Fixing of Common Charges. The fiscal year of the Condominium Association shall be the calendar year. The Board shall from time to time, at least annually prepare a budget for the Condominium Association, determine the amount of the common charges payable by the Unit Owners to meet the common expenses of the Condominium Association and allocate and assess such common charges among the Unit Owners according to their respective common interests. The common expenses shall include among other things, heating expenses and the cost of all insurance premiums on all policies of insurance required to be or which have been obtained by the Board pursuant to the provisions of Section 18 of this Article VI. The common expenses may also include such amounts as the Board may deem proper for the operation and maintenance of the Property, including without limitation, an amount for working capital of the Condominium Association, for a general operating reserve, for a reserve fund for replacements, and to make up any deficit in the common expenses for any prior year. The common expenses may also include such amounts as may be required for the purchase or lease by the Board, on behalf of all Unit Owners, of any Unit whose owner has elected to sell or lease such Unit or of any Unit which is to be sold at a foreclosure or together judicial sale.

The Board shall advise all Unit Owners, promptly in writing, of the common charges payable by each of them, respectively, as determined by the Board, as aforesaid and shall furnish copies of each budget on which such common charges are based, to all Unit Owners and, if requested, to their mortgages.

SECTION 2. Payment of Common Charges. All Unit Owners shall be obliged to pay the common charges assessed by the Board pursuant to the provisions of Section 1 of this Article VI monthly in advance or at such other time or times as the Board shall determine.

No Unit Owner shall be liable for the payment of any part of the common charges assessed against his Unit subsequent to a sale, transfer or other conveyance by him (made in accordance with the provisions of Section 1 of Article VIII of these By-Laws) of such Unit, together with the Appurtenant Interests as defined in Section 1 of Article VIII hereof. In addition, any Unit Owner may, subject to the terms and conditions specified in these By-Laws, provided that his Unit is free and clear of liens and encumbrances other than the statutory lien for unpaid common charges and current real estate taxes, convey his Unit, together with the Appurtenant Interests, to the

Board, and in such event be exempt from common charges thereafter assessed. A purchaser of a Unit shall be liable for the payment of common charges assessed and unpaid against such Unit prior to the acquisition by him of such Unit.

SECTION 3. Collection of Assessments. The Board shall assess common charges against the Unit Owners from time to time (at least annually) and shall take prompt action to collect any common charge due from any Unit Owner which remains unpaid for more than 30 days from the due date for payment thereof.

SECTION 4. Default in Payment of Common Charges. In the event of default by any Unit Owner in paying to the Board the common charges as determined by the Board, such Unit Owner shall be obligated to pay interest at the legal rate on such common charges from the due date thereof, together with all expenses, including attorneys' fees, incurred by the Board in any proceeding brought to collect such unpaid common charges. The Board shall have the right and duty to attempt to recover such common charges, together with interest thereon, and the expenses of the proceeding, including attorneys' fees, in an action to recover the same brought against such Unit Owner, or by foreclosure of the lien on such Unit as provided in Section 6 of Chapter 183A of Massachusetts General Laws.

SECTION 5. Foreclosure of Liens for Unpaid Common Charges. In any action brought by the Board to foreclose a lien on a Unit because of unpaid common charges, the Unit Owner shall be required to pay a reasonable charge for the use and occupancy of his Unit from the date of such foreclosure if the Unit Owner fails to vacate until the Board recovers possession and the plaintiff in such foreclosure action shall be entitled to the appointment of a receiver to collect the same. The Board, acting on behalf of all Unit Owners, shall have power to purchase such Unit at the foreclosure sale and to acquire, hold, lease, mortgage, (but not to vote the votes appurtenant to), convey or otherwise deal with the same. A suit to recover a money judgment for unpaid common charges shall be maintainable without foreclosing or waiving the lien securing the same.

SECTION 6. Statement of Common Charges. The Board shall promptly provide any Unit Owner so requesting the same in writing, with a written statement of all unpaid common charges due from such Unit Owner in form suitable for recording. The recording of such statement with Suffolk Registry of Deeds shall operate to discharge the Unit from any lien for any other sums unpaid as of the date of such statement.

SECTION 7. Abatement and Enjoinment of Violations by Unit Owners. The violation of any rule or regulation adopted by the Board or the breach of any of these By-Laws, or the breach of any provisions of the Master Deed shall give the Board the right, in addition to any other rights set forth in these By-Laws to enjoin, abate or remedy by appropriate legal

proceedings, either at law or in equity, the continuance of any such breach.

SECTION 8. Maintenance and Repairs

(a) All maintenance and replacement of and repairs to any Unit, whether structural or non-structural, ordinary or extraordinary, (other than to the Common Elements contained herein not necessitated by the negligence, misuse or neglect of the Owner of such Unit), and to the doors and windows, electrical, plumbing, heating and air conditioning fixtures within the Unit or belonging to the Unit Owner shall be done by the Unit Owner at the Unit Owner's expense, excepting as otherwise specifically provided herein; each Unit Owner shall be responsible for any damage to any and all other Units and to Common Elements, that his failure so to do may engender.

(b) All maintenance, repairs and replacements to the Common Elements as defined in the Master Deed, the painting and decorating of the exterior doors and exterior window sash, and the washing of exterior glass shall be made by the Board and shall be charged to the Unit Owners as a common expense, excepting to the extent that the same are as necessitated by the negligence, misuse or neglect of a Unit Owner, in which case such expense shall be charged to such Unit Owner.

SECTION 9. Restrictions on Use of Units. In order to provide for congenial occupancy of the Property and for the protection of the values of the Units, the use of the Property shall be restricted to and shall be in accordance with the following provisions:

(a) No Unit which shall be occupied for residential purposes shall be occupied by more than one family or three or more persons unrelated by blood or marriage.

(b) The Common Elements shall be used only for the furnishing of the services and facilities for which they are reasonably suited and which are incident to the use and occupancy of Units.

(c) No nuisance shall be allowed on the Property nor shall any use or practice be allowed which is a source of annoyance to its residents or which interferes with the peaceful possession or proper use of the Property by its residents.

(d) No immoral, improper, offensive, or unlawful use shall be made of the Property or any part thereof, and all valid laws, zoning ordinances and regulations of all governmental bodies having jurisdiction thereof shall be observed. Violations of laws, rules, regulations or requirements of any governmental agency having jurisdiction thereof, relating to any portion of the Property, shall be eliminated by and at the sole expense of the Unit Owners or the

Board, whichever shall have the obligation to maintain or repair such portion of the Property.

(e) No Unit, excluding Units owned by Sponsor, may be leased for more than two years, except with the written consent of the Board, which consent must be obtained notwithstanding a Unit Owner's compliance with the provisions of Article VIII of these By-Laws. Such consent shall not be unreasonably withheld.

SECTION 10. Improvements to Common Elements.

(a) If 50% or more but less than 70% of the Unit Owners agree to make an improvement to the Common Elements, the cost of such improvement shall be borne solely by the Unit Owners so agreeing.

(b) 70% or more of the Unit Owners may agree to make an improvement to the Common Elements and assess the cost thereof to all Unit Owners as a common expense, but if such improvements shall cost in excess of ten percent of the then value of the Condominium, any Unit Owner not so agreeing may apply to the Suffolk County Superior Court, on such notice to the Board as the Court shall direct, for an order directing the purchase of his Unit by the Board at the fair market value thereof as approved by the Court. The cost of any such purpose shall be a common expense.

SECTION 11. Additions, Alterations or Improvements by Unit Owners. No Unit Owner shall make any structural addition, alteration or improvement in or to his Unit and the architectural integrity of the building and the units shall be preserved without modification, and to that end, without limiting the generality of the foregoing, no balcony, enclosure, grills, awning, screen, antenna, sign, banner or other device, and no exterior change, addition, structure, projection, decoration or other feature shall be erected or placed upon, or attached to any unit or any part thereof; no addition to or change or replacement (except, insofar as practicable with identical kind) of any windows or door frames shall be made, and no painting or other decoration shall be done on any exterior part or surface of any unit nor on the interior surface of any window, without the prior written consent thereto of the Board. Air conditioning equipment and fans shall not be installed in any of the windows facing the street, but may be installed in any of the windows in the rear of the building. Said obligation shall not apply to interior non-structural partitions, which shall be subject to the individual discretion of the Unit Owner, provided that any such interior partitions shall comply in all respects with the applicable building codes. Unit 5 shall have the right to build on the roof within the height and architectural limitations as specified in the architect's drawing as recorded

and at their own expense and maintain such at their own expense. Unit 5 shall have the right to remove the walls surrounding the former freight elevator with all costs including structural costs at Unit 5's expense. Any Unit Owner shall have the right to construct a doorway through a party wall if said owner purchases adjoining property. The Board shall have the obligation to answer any written request by a Unit Owner for approval of a proposed structural addition, alteration or improvement in such Unit Owner's Unit, within thirty (30) days after such request, and failure to do so within the stipulated time shall constitute a consent by the Board to the proposed addition, alteration or improvement. Any application to any governmental authority for a permit to make an addition, alteration, or improvement in or to any Unit shall be executed by the Board only without, however, incurring any liability on the part of the Board or any of them to any contractor, subcontractor or material-man on account of such addition, alteration or improvement, or to any person having claim for injury to personal damage to property arising therefrom. The provisions of this Section shall not apply to Units owned by the Sponsor until such Units shall have been initially sold by the Sponsor and paid for.

SECTION 12.. Use of Common Elements and Facilities. A Unit Owner shall not place or cause to be placed in the lobbies, vestibules, public halls, stairways, elevators or other Common Elements other than a storage area, parking space or balcony in which such Unit Owner has exclusive rights, any furniture, packages or objects of any kind. The public halls and stairways shall be used for no purpose other than for normal transit through them.

SECTION 13. Right of Access. A Unit Owner shall grant a right of access to his Unit to the Manager and the managing agent and any other person authorized by the Board, the Manager or the managing agent, for the purpose of making inspections or for the purpose of correcting any conditions originating in his Unit and threatening another Unit or a Common Element, or for the purpose of performing installations, alterations or repairs to the mechanical or electrical services or other Common Elements in his Unit or elsewhere in the Building in which the building is located, provided that requests for entry are made in advance and that any such entry is at a time reasonably convenient to the Unit Owner. In case of an emergency such right of entry shall be immediate, whether the Unit Owner is present at the time or not. In the event of the exercise of the right of access provided in this Section 13, any costs for repairs shall be borne in accordance with the provisions of Section 8 of this Article.

SECTION 14. Exclusive Use of Certain Common Elements. The Board may grant to Unit Owners the exclusive right to use storage areas within the Common Elements, all in accordance with the rules and regulations referred to in Section 15 of this Article VI.

SECTION 15. Rules of Conduct. Rules and regulations concerning the use of the Units and the Common Elements may be promulgated and amended by the Board. A majority in interest of the Unit Owners may, pursuant to these By-Laws, rescind or amend any rule or regulation promulgated by the Board. Copies of such rules and regulations shall be furnished by the Board to each Unit Owner prior to the time when the same shall become effective.

SECTION 16. Water and Fire Pipe Charges. Water shall be supplied to all of the Units and the Common Elements through one or more building meters and the Board shall pay, as a common expense, all charges for water consumed on the Property, including the Units, promptly after the bills for the same have been rendered. If the use of any unit might cause greater consumption than is normal for residential or general office use, the owner of that unit shall install a submeter and pay a proportionately adjusted share of the total bill.

SECTION 17A. Gas and Electricity. Electricity shall be supplied by the public utility company serving the area directly to each Unit through a separate meter and each Unit Owner shall be required to pay the bills for electricity consumed or used in his Unit. The gas and electricity serving the Common Elements shall be separately metered, and the Board shall pay all bills for gas and electricity consumed in such portions of the Common Elements, as a common expense. Unit 1 is excluded from this common use charge since they are not served by this means.

SECTION 17B. Elevator Maintenance. The common costs for elevator maintenance shall be as follows:

- 1) Unit 1 shall be excluded from all such costs.
- 2) Units 2, 3, 4 and 5 shall pay 25% each of such costs.

SECTION 17C. Steam shall be supplied from Edison steam or a common boiler and costs of such shall be paid as a common expense, but shall be separately metered.

SECTION 18. Insurance. The Board shall be required to obtain and maintain, to the extent obtainable, the following insurance: (1) fire with extended coverage insuring the Property, including Common Elements and all of the Units and all of the fixtures installed therein on the date of recording of the Master Deed, but not including carpeting, drapes, fixtures, furniture, furnishings, or other personal property supplied to or installed by Unit Owners, covering the interests of the Condominium, the Board and all Unit Owners and their mortgagees, as their interests may appear, in an amount at least equal to the full replacement value of the Property with deduction for depreciation, with loss payable to the Board, as Insurance Trustees; (2) public liability insurance in such amounts and with such coverage as the Board shall from time to

time determine, but at least covering each member of the Board, the managing agent, the manager and each Unit Owner and with cross liability endorsement to cover liabilities of the Condominium to a Unit Owner; and (3) such other insurance as the Board of Managers may determine. All such policies shall provide that adjustment of loss shall be made by the Board of Managers and that the net proceeds thereof shall be payable to the Board.

All such policies of physical damage insurance shall contain waivers of subrogation as to any claim against the Board, its agents and employees, Unit Owners, their respective employees, agents and guests, and of any defense based on the invalidity arising from the acts of the insured and shall provide that such policies may not be cancelled or substantially modified without at least twenty (20) days' prior written notice to all of the insureds, including all mortgagees of Units, and recovery thereunder shall not be affected on account of the availability of proceeds under any policies obtained by individual Unit Owners covering their own Units. A certificate of insurance with proper mortgagee endorsements shall be issued to the owners of each Unit and the original or a certificate thereof shall upon request, be delivered to the mortgagee. The certificate of insurance shall show the amount of insurance covering each Unit and its interest in the Common Elements and shall provide that improvements to a Unit or Units which may be made by the Unit Owner or Owners shall be covered for the purposes of this insurance. The Board shall obtain at the request of the insurance company, mortgagee, or any unit owner an independent appraisal of the full replacement value of the Property, including all of the Units and all of the Common Elements and additions, alterations and improvements, without deduction for depreciation, for the purposes of determining the amount of fire insurance to be effected pursuant to this Section, and the amount of such insurance shall in no event be less than the full replacement value as so determined.

Subject to the provisions of Section 19 of this Article VI, insurance proceeds received by the Board shall be held in trust in an identified and segregated fund for the benefit of the Unit Owners and named mortgagees. If the cost of restoring the Common Elements is estimated by the Board to exceed the sum of Twenty Five Thousand (\$25,000.00) Dollars, then the Board shall give written notice of such loss to all Listed Mortgagees as herein defined, or if the cost of restoration of any Unit is estimated by the Board to exceed Fifteen Hundred (\$1,500.00) Dollars, then the Board shall give written notice of such loss to the Listed Mortgagee holding the mortgage on that Unit.

Unit Owners should carry insurance for their own benefit insuring their carpeting, drapes, fixtures, furniture, furnishings and other personal property provided that all such policies shall contain waivers of subrogation and further provided that the liability of the carriers issuing insurance obtained by the Board shall not be affected or diminished by

reason of any such additional insurance carried by any Unit Owner. The cost of said insurance shall be divided as closely as possible among the Units based on the percentage and degree of risk of each Unit as determined by the insurance company.

SECTION 19. Repair or Reconstruction After Fire or Other Casualty. In the event of damage to or destruction of the Common Elements as a result of fire or other casualty (unless the casualty exceeds ten (10%) percent of the value of the Property prior to the casualty and seventy (70%) percent or more of the Unit Owners agree not to proceed with the repair or restoration as provided by the last paragraph of this Section) or in the event of damage to or destruction of any Unit as a result of fire or other casualty, whether or not the Common Elements have been damaged or destroyed (unless the last paragraph of this Section is applicable), the Board shall promptly adjust the loss, arrange for the prompt repair or restoration of the same, and disburse the proceeds of all insurance policies in appropriate progress payments and with appropriate retainage. All insurance proceeds paid to the Board, as trustees, on account of any casualty shall be dedicated first to the repair or restoration of the loss, and any application of said proceeds by the Board on account thereof shall be prior to the application of such proceeds for any other purposes.

In the event the insurance proceeds are not sufficient to cover the cost of repairs to the Common Elements and the Units, the proceeds will be first allocated to the cost of repairs to the Common Elements and the balance, if any, to the cost of repairs to the Units in proportion to the cost of all repairs to the respective Units as determined by the insurer or by independent appraisal. To the extent the proceeds allocated as aforesaid are insufficient to cover the cost of repairs to the Common Elements, the balance of the cost of such repairs will be assessed against all Unit Owners as a common expense. To the extent the proceeds allocated as aforesaid are insufficient to cover the cost of repairs to the Units, the balance of the cost of such repairs to each Unit will be borne by the respective Unit Owners.

Whenever the estimated cost of repair or restoration exceeds as to any one casualty or occurrence, on the basis of an independent appraisal, the sum of Twenty Five Thousand (\$25,000.00) Dollars with respect to the Common Elements and Five Thousand (\$5,000.00) Dollars with respect to any one Unit, then the Board shall retain a registered architect or registered engineer, who shall not be directly or indirectly, a Unit Owner or an employee or agent of any Unit Owner or a member or an employee or agent of any member of the Board or Manager, or any employee or agent of the Manager, to supervise the work of repair or restoration and no sums shall be paid by the Board on account of such repair or restoration except upon certification to it by such architect or engineer that the work for which payment is being made has been completed in a good

and workmanlike manner in accordance with the approved plans and specifications and that the estimated total cost of completion of said repair or restoration, less amounts heretofore advanced, does not exceed the undisbursed proceeds of insurance as augmented by funds obtained by any assessment or assessments levied or chargeable to the Unit Owners as a common expense or to the owners of Units damaged or destroyed.

The Board may perform emergency work essential to the preservation and safety of the Property or the safety of persons, or required to avoid the suspension of any essential service to the Property, without having first engaged an architect or engineer, adjusted the loss or obtained proceeds of insurance.

If there shall have been a repair or restoration pursuant to the foregoing and the amount of insurance proceeds shall have exceeded the cost of such repair or restoration, then the excess of such insurance proceeds, if any, shall be added to the Condominium's reserve fund or, at the option of the Board, divided among all the Unit Owners in proportion to their respective interests in the Common Elements.

Notwithstanding the foregoing if as a result of fire or other casualty the loss exceeds ten (10%) percent of the value of the Property prior to the casualty, and

(a) If at least seventy (70%) percent of the Unit Owners do not agree within 120 days after the date of the casualty to proceed with repair or restoration, the Condominium, including all Units, shall be subject to partition at the suit of any Unit Owner. Such suit shall be subject to dismissal at any time prior to entry of an order to sell if an appropriate agreement to rebuild is filed. The net proceeds of the partition sale together with any common funds shall be divided in proportion to the Unit Owners' respective undivided ownership in the Common Elements. Upon such sale the Condominium shall be deemed removed from the provisions of Chapter 183A of the Massachusetts General Laws.

(b) If at least seventy (70%) percent of the Unit Owners agree to proceed with the necessary repair or restoration, the cost of the rebuilding of the Condominium, in excess of any available common funds including the proceeds of any insurance, shall be a common expense, provided, however, that if such excess cost exceeds ten (10%) percent of the value of the Condominium prior to the casualty, any Unit Owner who did not agree may apply to the Superior Court of Suffolk County on such notice to the Board as the Court shall direct, for an order directing the purchase of his Unit by the Board at the fair market value thereof as approved by the Court. The cost of any such purchase shall be a common expense.

SECTION 20. Examination of Books. Each Unit Owner and each mortgagee of a Unit shall be permitted to examine the books of account of the Condominium Association at reasonable times, on business days.

SECTION 21. Signs and Windows. No sign of any kind shall be displayed to the public view on or from any unit, any common element, or painted on any window without the approval of the Board. This restriction will apply to signs on the exterior or interior of any unit. All signs in the common areas of the building and on the entrance doors of each unit must be a design and reasonable dimension approved by the Board. Any drapes, curtains or window coverings must be lined so that only white will show from the street.

SECTION 22. Security. The door at 43 Kingston Street shall be kept locked except for the hours of 8 am to 6 pm on normal working days.

SECTION 23. Trash. No Unit Owner shall leave on the sidewalk trash or other items for pickup other than between the hours of 7 pm and 8 am.

ARTICLE VII

Mortgages

SECTION 1. Notice to Board. A Unit Owner who mortgages his Unit shall notify the Board of the name and address of his mortgagee and shall file a confirmed copy of the mortgage with the Board; the Board shall maintain such information in a book entitled "Mortgages of Units".

SECTION 2. Notice of Unpaid Common Charges. The Board, whenever so requested in writing by a mortgagee of a Unit, shall promptly report any then unpaid common charges due from, or any other default by, the owner of the mortgaged Unit.

SECTION 3. Notice of Default. The Board, when giving notice to a Unit Owner of a default in paying common charges or other default, shall send a copy of such notice to the Listed Mortgagees of such Unit.

SECTION 4. Listed Mortgagee. As used in these By-Laws, "Listed Mortgagee" shall mean a lender holding a first mortgage of record on a Unit in the Condominium of which the Unit Owner affected has given the Board written notice, specifying the address to which notices are to be sent in all instance when written notice is required by these By-Laws to be sent to a Listed Mortgagee by the Board. Such a mortgagee shall remain a Listed Mortgagee until the Board receives written notice from the mortgagee of withdrawal of the listing or the mortgage is discharged or record.

SECTION 5. Assignment by Unit Owner of Rights and Options. The right of any Unit Owner to grant or withhold any consent, and to exercise any other right or option herein granted to a Unit Owner, may be assigned or transferred in writing to or restricted in favor of any Listed Mortgagee, and the Board shall be bound by any such assignment or transfer upon notice in writing to the Board by a Listed Mortgagee setting forth the terms of such assignment.

ARTICLE VIII

Sales, Leases and Mortgages of Units

SECTION 1. Sales and Leases. No Unit Owner, other than the Sponsor, may sell or lease his Unit or any interest except by complying with the following provisions:

Any Unit Owner who receives a bona fide offer for the sale of his Unit together with: (i) the undivided interest in the Common Elements appurtenant thereto; (ii) the interest of such Unit Owner in any Unit theretofore acquired by the Board, or its designee, on behalf of all Unit Owners, or the proceeds of the sale or lease thereof, if any; and (iii) the interest of such Unit Owner in any other assets of the Condominium Association (hereinafter collectively called the "Appurtenant Interests"), or a bona fide offer for a lease of his Unit, (hereinafter called an "Outside Offer" and the party making such Outside Offers is hereinafter called an "Outside Offeror"), which he intends to accept shall give notice by certified or registered mail to the Board of such Outside Offer and of such intention, the name and address of the Outside Offeror, the terms of the proposed transaction and such other information as the Board may reasonably require, and shall offer to sell such Unit, to the Board, or its designee, corporate or otherwise, on behalf of the Owners of all other Units, on the same terms and conditions as contained in such Outside Offer. The giving of such notice shall constitute a warranty and representation by the Unit Owner who has received such offer, to the Board on behalf of the other Unit Owners, that such Unit Owner believes the Outside Offer to be bona fide in all respects. Within five days after receipt of such notice, the Board may elect, by notice to such Unit Owner, by certified or registered mail, to purchase such Unit, together with the Appurtenant Interests, or to lease such Unit, as the case may be, on the same terms and conditions as contained in the Outside Offer as stated in the notice from the offering Unit Owner. In the event the Board shall elect to purchase such Unit, together with the Appurtenant Interests, or to lease such Unit, title shall close or the lease shall be executed at the office of the attorneys for the Condominium Association in accordance with the terms of the Outside Offer within 45 days after the giving of notice by the Board of its election to accept such offer. At the closing, the Unit Owner, if such Unit, together with Appurtenant Interests, is to be sold, shall convey the same to the Board by deed in the form required by

Section 9 of Massachusetts General Laws, Chapter 183A, with all tax and documentary stamps affixed, and shall pay all other taxes arising out of such sale. In the event such Unit is to be leased, the offering Unit Owner shall execute and deliver to the Board, or its designee, a lease between the Offering Unit Owner, as landlord, and the Board, or its designee, as tenant, covering such Unit, for the rental and term contained in such Outside Offer. In the event the Board shall fail to accept such offer within 5 days after receipt of notice, as aforesaid, the offering Unit Owner shall be free to contract to sell such Unit, together with the Appurtenant Interests, or to lease such Unit, as the case may be, within sixty (60) days after the expiration of the period in which the Board might have accepted such offer, to the Outside Offeror, on the terms and conditions set forth in the notice from the offering Unit Owner to the Board of such Outside Offer. Any such deed to an Outside Offeror shall provide that the acceptance thereof by the grantee shall constitute an assumption of the provisions of the Master Deed, the By-Laws and the Rules and Regulations, as the same may be amended from time to time. Any such lease shall be consistent with these By-Laws and shall provide, that it may not be modified, amended, extended or assigned, without the prior consent in writing of the Board, that the tenant shall not sublet the demised premises, or any part thereof, without the prior consent in writing of the Board, and that the Board shall have power to terminate such lease and to bring summary proceedings to evict the tenant in the name of the landlord thereunder, in the event of default by the tenant in the performance of such lease. Except as hereinbefore set forth, the form of any such lease to the Board, shall be the then current form of lease recommended by the Rental Housing Association of Greater Boston, and shall provide that the Board may enter into a sublease of the Unit, and shall contain such other modifications as shall be approved in writing by the Board. In the event the offering Unit Owner shall not, within such 60 day period, contract to sell such Unit together with the Appurtenant Interests, or to lease such Unit, as the case may be, to the Outside Offeror on the terms and conditions contained in the Outside Offer, or if the Unit Owner shall so contract to sell or lease his Unit within such 60 day period, but such sale or lease shall not be consummated pursuant to the terms of such contract, then should such offering Unit Owner thereafter elect to sell such Unit, together with Appurtenant Interests, or to lease such Unit, as the case may be, to the same or another Outside Offeror on the same or other terms and conditions, the Offering Unit Owner shall be required to again comply with all the terms and provisions of this Section 1 of this Article VIII

The rights of the Board set forth in the foregoing paragraph shall not be exercised so as to restrict alienation, conveyance, sale, leasing, purchase and occupancy of Units because of race, creed, color or national origin.

The Board shall have the obligation to answer any written request by a Unit Owner for approval within five days after such request and failure to do so within the stipulated time shall constitute a consent by the Board. The Board shall not unreasonably withhold its consent.

Any purported sale or lease of a Unit in violation of this Section shall be voidable at the election of the Board.

This Sponsor may sell or lease any Unit without compliance with this Section.

Leases in existence as of the time of recording these By-Laws shall not be subject to this Section.

SECTION 2. Consent of Unit Owners to Purchase or Lease of Units by Board. The Board shall not exercise any option hereinabove set forth to purchase or lease any Unit without the prior approval of a majority in interest of the Unit Owners present and voting at a meeting at which a quorum is present. For the purposes of this Section, the vote of the Unit Owner of the Unit which is the subject of such vote shall not be counted.

SECTION 3. No Severance of Ownership. No Unit Owner shall execute any deed, mortgage, or other instrument conveying or mortgaging any title to his Unit without including therein the Appurtenant Interests, it being the intention hereof to prevent any severance of such combined ownership. Any such deed, mortgage, or other instrument purporting to affect one or more of such interest, without including all such interests, shall be deemed and taken to include the interest or interests so omitted, even though the latter shall not be expressly mentioned or described therein. No part of the Appurtenant Interests of any Unit may be sold, transferred or otherwise disposed of, except as part of a sale, transfer or other disposition of such part of the Appurtenant Interests of all Units.

SECTION 4. Release by Board of Right of First Refusal. The right of first refusal contained in Section 2 of his Article VIII may be released or waived by the Board as to any specific proposed sale or lease, in which event the Unit, together with the Appurtenant Interests, may be sold, conveyed or leased as so proposed free and clear of the provisions of such section.

SECTION 5. Certificate of Termination of Right of First Refusal. A certificate, executed and acknowledged by the Clerk of the Condominium Association, stating that the provisions of Section 1 of this Article VIII have been met by a Unit Owner, or have been duly waived by the Board, and that the rights of

the Board thereunder have terminated, shall be conclusive upon the Board and the Unit Owner in favor of all persons who relay thereon in good faith. Such certificate shall be furnished to any Unit Owner who has in fact complied with the provisions of Section 1 of this Article VIII or in respect to whom the provisions of such section have been waived, upon request, at a reasonable fee, not to exceed \$20.

SECTION 6. Financing of Purchase of Units by Board. Acquisition of Units by the Board may be made from the working capital and common charges in the hands of the Board, or if such funds are insufficient, the Board may levy an assessment against each Unit Owner in proportion to his ownership in the Common Elements, as a common charge, which assessment shall be enforceable in the same manner as provided in Sections 4 and 5 of Article VI, or the Board, in its discretion, may borrow the money to finance the acquisition of such Unit, provided, however, that no financing may be secured by an encumbrance or hypothecation of any property other than the Unit, together with the Appurtenant Interests, so to be acquired by the Board.

SECTION 7. Exceptions. The provisions of Section 1 of this Article VIII shall not apply with respect to any sale, conveyance, gift or devise by a Unit Owner of his Unit, together with the Appurtenant Interests, to his spouse or to any of his children or to his parent or parents or to his brothers or sisters, or any one or more of them, or to the sale of any Unit owned by the Sponsor, or to the acquisition or to the sale of a Unit, together with the Appurtenant Interests, by the holder of a mortgage permitted by the provisions of these By-Laws who shall acquire title to such Unit by foreclosure or by deed in lieu of foreclosure. However, the provisions of this Section shall apply with respect to any purchaser of such Unit from such holder and with respect to any party acquiring a Unit through a sale, conveyance, gift or devise as aforesaid.

SECTION 8. Waiver of Right of Partition with Respect to Such Units as Are Acquired by the Board. In the event that a Unit shall be acquired by the Board, all Unit Owners shall be deemed to have waived all rights of partition with respect to such Unit.

SECTION 9. Payment of Assessments. No Unit Owner shall be permitted to convey, mortgage, pledge, hypothecate, sell or lease his Unit unless and until he shall have paid in full to the Board all unpaid common charges theretofore assessed by the Board against his Unit and until he shall have satisfied all unpaid liens against such Unit, except the lien of a mortgage permitted by Section 10 of this Article VIII.

ARTICLE IX

Condemnation

SECTION 1. Condemnation. If more than 10 (10%) percent in value of the Condominium is taken under the power of eminent domain, the taking shall be treated as a "casualty loss", and provisions of Section 17 of Chapter 183A of Massachusetts General Laws and Section 19 of Article VI of these By-Laws shall apply. Where one or more Units have been substantially altered or rendered uninhabitable as a result of a partial taking, and the Unit Owners vote to restore and continue the Condominium pursuant to Section 17 of said Chapter 183A, the Board shall have the authority to acquire the remaining portions of such Units for such price as the Board shall determine, provided that any Unit Owner of such remaining portion who does not agree with such determination may apply to the Superior Court of Suffolk County on such notice to the Board as the Court shall direct, for an order directing the purchase of such remaining portion at the fair market value thereof as approved by the Court. Where as a result of a partial taking any Unit is decreased in size or where the number of Units is decreased by a partial taking, then the Board may make such provision for realignment of the percentage interests in the Common Elements as shall be just and equitable.

In the event of a total or partial taking under the powers of eminent domain, the Unit Owners shall be represented by the Condominium Association acting through the Board. In the event of a partial taking, the award shall be allocated to the respective Unit Owners according to their undivided interest in the Common Elements, except as to such portion or portions of the award which are attributable to direct or consequential damages suffered by particular Units as determined by the Court, which shall be payable to the Owners of such Units or their mortgages, as their interests may appear. In the case of a total taking of all Units and the Common Elements, the entire award shall be payable to the Board to be distributed to the Unit Owners in accordance with their respective percentage interests in the Common Elements.

ARTICLE X

Records

SECTION 1. Records and Audits. The Board shall keep detailed records of the actions of the Board, minutes of the meetings of the Board, minutes of the meetings of the Unit Owners, and financial records and books of account of the Condominium, including a chronological listing of receipts and expenditures, as well as a separate account for each Unit, which among other things shall contain the amount of each assessment of common charges against such Unit, the date when due, the amounts paid thereon, and the balance remaining

unpaid. An annual report of the receipts and expenditures of the Condominium Association, certified by an independent certified public accountant, shall be rendered by the Board to all Unit Owners promptly after the end of each fiscal year. Copies of the Master Deed, these By-Laws, Rules and Regulations and floor plans of the Buildings and Units, as the same may be amended from time to time, shall be maintained at the office of the Board and shall be available for inspection by Unit Owners, their authorized agents and listed Mortgagees during reasonable business hours.

ARTICLE XI

Miscellaneous

SECTION 1. Invalidity. The invalidity of any part of these By-Laws shall not impair or affect in any manner the validity, enforceability or effect of the effect of these By-Laws.

SECTION 2. Captions. The captions herein are inserted only as a matter of convenience and for reference, and in no way define, limit or describe the scope of these By-Laws, or the intent of any provision thereof.

SECTION 3. Gender. The use of the masculine gender in these By-Laws shall be deemed to include the feminine gender and the use of a singular shall be deemed to include the plural, whenever the context so requires.

SECTION 4. Waiver. No restriction, condition, obligation, or provision contained in these By-Laws shall be deemed to have been abrogated or waived by reason of any failure to enforce the same, irrespective of the number of violations or breaches thereof which may occur.

SECTION 5. Chapter 183A. All reference in these By-Laws to Chapter 183A of the General Laws of the Commonwealth of Massachusetts shall be to said chapter as amended to the date of recorded of the Master Deed creating the Condominium.

ARTICLE XII

Amendments to By-Laws

SECTION 1. Amendments to By-Laws. These By-Laws may be modified or amended by the vote of 60% (or if such modification or amendment affects a provision then requiring a larger percentage) in interest in all Unit Owners at a meeting of Unit Owners duly held for such purpose.

No amendment shall change the percentage of a Unit without the written consent of all Units and Mortgagees.

No amendment shall change the security interest of the mortgage without the written consent of the mortgagee.

No amendment shall conflict with the provision of the Massachusetts General Laws Chapter 183A.

For as long as Sponsor remains the owner of any Unit in the Condominium, these By-Laws may not be amended so as to adversely affect the market value of any remaining Units owned by Sponsor without Sponsor's consent or adversely affect any costs associated with such Units.

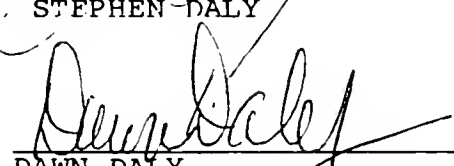
ARTICLE XIII

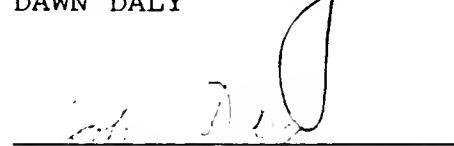
Conflicts

SECTION 1. Conflicts. These By-Laws are set forth to comply with the requirements of Chapter 183A of the Massachusetts General Laws and the Master Deed recorded in the Suffolk County Registry of Deeds as it may be amended. In case any of these By-Laws conflict with the provisions of said statute or of the Master Deed, as the case may be, shall control.

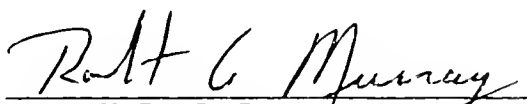
Executed under seal this 29 day of April, 1981, by the undersigned First Board of Managers of the Forty Three Kingston Street Condominium Association.


STEPHEN DALY


DAWN DALY


JOHN DALY

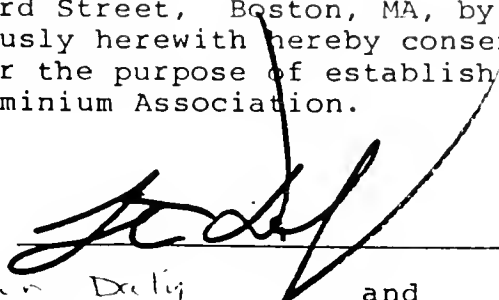
Then personally appeared Stephen Daly and acknowledged the foregoing instrument to be his free act and deed, before me this 29 day of April, 1981


NOTARY PUBLIC

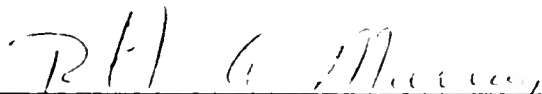
My commission expires: 5/26/83

9846 420

The undersigned as Grantor of the premises located at 43-45 Kingston Street and 90-92 Bedford Street, Boston, MA, by a Master Deed recorded simultaneously herewith hereby consents to join in these within By-Laws for the purpose of establishing the 43 Kingston Street Condominium Association.




Then personally appeared Stephen Daly and acknowledged the foregoing instrument to be his free act and deed, before me this 29 day of April, 1981



NOTARY PUBLIC

My commission expires: 1/6/83

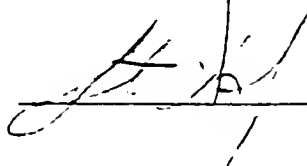
27. 
Robert H. Murray
Notary Public
Boston, MA

AMENDMENTS TO BY-LAWS OF
FORTY THREE KINGSTON STREET CONDOMINIUM ASSOCIATION

Said By-Laws recorded in Suffolk Registry of Deeds, Book 9846,
Page 394.

1. Section 4 of Article VII of said By-Law is hereby amended
by striking out the word "first" as appearing in line two
thereof.

Said Unit Owners who have signed below comprise a minimum of
60% in number and in common interest of all Unit Owners.



Then personally appeared the above named Stephen Daly and
acknowledged the foregoing instrument to be his free act
and deed, before me,


NOTARY PUBLIC

My commission expires: 5/26/83

DATED: 11/25/81

